



7-294AG73

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October 18, 1977

RECORDATION NO. 8799 Filed & Recorded

OCT 21 1977 - 1 05 PM

Hon. H. G. Homme
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

RE: Lease Agreement dated as of February 22, 1977, between SSI Rail Corp., Two Embarcadero Center, San Francisco, California, 94111, and Port Huron and Detroit Railroad, P. O. Box 266, Port Huron, Michigan, 48060, filed with the Interstate Commerce Commission on April 27, 1977 at 12:45 p.m. and assigned recordation number 8799.

Dear Sir:

Enclosed for filing with and recording by the Interstate Commerce Commission are an original and five (5) counterparts of Amendment "C" to the above referenced Lease Agreement dated as of October 11, 1977, between SSI Rail Corp., Lessor, and Port Huron and Detroit Railroad, Lessee. The Lease Agreement covered 100 50'6", 70-ton capacity, general purpose boxcars numbered PHD 1000 through PHD 1099, inclusive. The Equipment Schedule No. 2 attached to Amendment "C" covers 200 50'6", 70-ton capacity, general purpose, single sheath boxcars numbered PHD 2000 through PHD 2199, inclusive.

The identifying marks on the equipment will be: "Owned by a Bank or Trust Company under a Security Agreement filed under the Interstate Commerce Act, Section 20c." Such identifying marks will be printed on each side of each unit of equipment.

Robert L. Carlson

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FEE COLLECTION DIV.
U.S.C.
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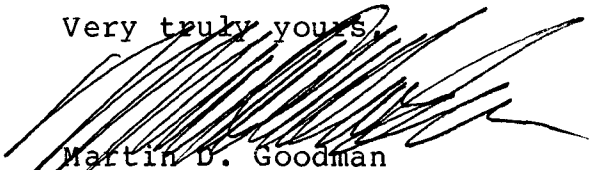
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Please file and record this Amendment "C" referred to in this letter and cross-reference it to the above mentioned Lease Agreement.

Also enclosed is this Company's check in the sum of \$10.00, payable to the Interstate Commerce Commission, being the prescribed fee for filing and recording the foregoing document.

Please return all copies of the enclosed document not required by the ICC with recordation data stamped thereon to the representative of the office of Sullivan and Worcester, Attorneys at Law, Washington, D. C., who will be delivering this letter on our behalf.

Very truly yours,



Martin D. Goodman
Secretary

MDG:md
Enc.

EQUIPMENT SCHEDULE No. 2

SSI Rail Corp. hereby leases the following Cars to PORT HURON & DETROIT RAILROAD
pursuant to that certain Lease Agreement dated as of 10/11, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Dimensions			Doors Width	No. of Cars
			Length	Inside Width	Height		
XM	Box, steel	PHD 2000-2199	50'6"	9'6"	11'2"	10'	200

SSI RAIL CORP.

BY: 

TITLE: President

DATE: October 11, 1977

PORT HURON & DETROIT RAILROAD

BY: 

TITLE: President

DATE: October 14, 1977

Amendment "C" to Lease Agreement

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Whereas we have entered into a Lease Agreement dated February 22, 1977, as amended by Amendments A and B, and whereas the terms are defined the same in this Amendment as in the Lease Agreement, the Lease Agreement is hereby amended by deleting the first paragraph of Section 1C and substituting in lieu thereof the following:

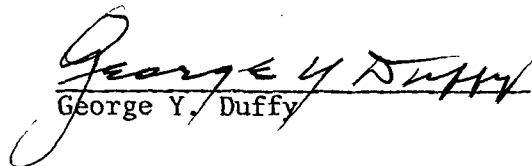
"SSI and Lessee agree that, as first user of the Boxcars, Lessee shall be entitled to claim the benefits of any available Investment Tax Credits for federal income tax purposes in connection with the 100 Boxcars (PH&D 1000-1099) currently under lease to the Lessee and the acquisition of 200 Boxcars bearing identifying marks PH&D 2000-2199.

Except as expressly modified by this Amendment, all terms and conditions shall remain in full force and effect.

SSI RAIL CORP.

PORT HURON & DETROIT RAILROAD


Joseph M. Costello, Jr.


George Y. Duffy

President
Title

President
Title

October 11, 1977
Date

Oct 14, 1977
Date

STATE OF Michigan)
COUNTY OF St. Clair)

On this 14th day of October, 1977, before me personally appeared George Y. Duffy, to me personally known, who being by me duly sworn says that such person is President of PH&D RR Co., that the foregoing Amendment C to Lease Agreement and Equipment Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Patricia A. Roberts
Notary Public



STATE OF California)
COUNTY OF San Francisco)

On this 12th day of October, before me personally appeared Joseph M. Costello, to me personally known, who being by me duly sworn says that such person is President of SSI Rail Corp., that the foregoing Amendment C to Lease Agreement and Equipment Schedule No. 2 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Terry L. Russell
Notary Public

